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10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 CureIS Healthcare, Inc.,

13 Plaintiff,

14 vs.

15 Epic Systems Corporation,

16 Defendant.

Case No. 3:25-cv-04108-MMC

**PLAINTIFF CUREIS HEALTHCARE
INC.'S OPPOSITION TO DEFENDANT
EPIC SYSTEMS CORPORATION'S
MOTION TO PARTIALLY UNSEAL
THE COMPLAINT**

*[Filed concurrently with the Declaration of
Christopher Sawotin in Opposition to
Defendant's Motion to Partially Unseal;
Proposed Order]*

19 Judge: Hon. Maxine M. Chesney

20 Trial Date: None Set

1 **ISSUES TO BE DECIDED**

2 Pursuant to Local Civil Rule 7-4(a)(3), CureIS identifies the following issues to be decided:

3 1. Whether the Court should deny Defendant Epic Systems Corporation's Motion to
4 Partially Unseal CureIS Complaint because it did not seek to leave to file a motion for
5 reconsideration per Local Rule 7-9, and does not explain why the Court should revisit its previous
6 ruling sealing these exact same items?

7 2. Whether (if the Court revisits its May 13, 2025 Order) there are compelling reasons
8 to seal CureIS's customer identities, customer employee names, and confidential negotiation
9 information, given CureIS's requests to seal this information are narrowly tailored, cover
10 information that has never been publicly disclosed, and would lead to competitive harm if refused?

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1 Plaintiff CureIS Healthcare Inc. (“CureIS”) respectfully requests that the Court deny
2 Defendant Epic Systems Corporation (“Epic”)’s motion to partially unseal CureIS’s complaint.

3 **INTRODUCTION**

4 Epic’s motion to partially unseal argues that CureIS fails to show “compelling reasons” to
5 protect its own and its customers’ confidential information. In support, Epic cites announcements
6 from 2009 and 2014 and a 2015 Twitter post—none of which disclose the same information sealed
7 in the complaint. Further, this Court has already found CureIS’s redactions are narrowly tailored
8 and satisfy the “compelling reasons” standard. (May 13, 2025 Order Granting Administrative
9 Motion to File Under Seal (“Order”) at 1.) Contrary to Civ. L.R. 7-9, Epic did not seek leave of the
10 Court to reconsider that Order; nor does it provide any reasons under the reconsideration standard
11 to revisit the Court’s plain ruling—indeed, it does not even mention “reconsideration” once. For that
12 reason alone, Epic’s request to reverse the Court’s previous ruling and reveal the names of CureIS’s
13 customers, their employees, and the terms of confidential contracts and sensitive negotiations should
14 be denied.

15 On the substance of its arguments, however, Epic still fails, and the motion itself
16 demonstrates the ruthlessness that gave rise to this lawsuit in the first place. At issue are: customer
17 identities all parties agree CureIS *never* publicly disclosed; names of employees from those
18 confidential customers; and the contents of an indisputably confidential CureIS business proposal.
19 Epic argues any competitive harm to CureIS from disclosing this information is “speculative,” even
20 though CureIS alleges explicitly that Epic exploited CureIS’s confidential customer information to
21 sabotage CureIS’s contractual relationships. (See Dkt. 4, “Compl.”) Epic never addresses why other
22 competitors could not do the same with this same information. Epic also ignores the *in terrorem*
23 effect of forcing public disclosure of witness identities from clients that understand they are in a
24 confidential relationship with their employer and CureIS. And, of course, a confidential business
25 proposal obviously carries with it the potential for competitive harm, if disclosed publicly. CureIS
26 suspects Epic would not want its confidential business presentations disclosed in that way, yet it
27 demands that CureIS’s similar information be broadcast to the world.

1 As support for its arguments, Epic relies on outdated webpages—retrieved via the Wayback
2 Machine and referencing product launches from over a decade ago—to argue CureIS does not have
3 confidential information. In the process, Epic ignores that CureIS remains bound by current,
4 enforceable confidentiality obligations to the customers whose names it redacted. (Sawotin Decl.
5 ¶ 9.) That Epic resorts to the Wayback Machine to support its claim is telling—the exhibits attached
6 to Epic’s declaration do not reflect current CureIS webpages and do not disclose events or contracts
7 from the relevant time period. Instead, they reflect a joint marketing campaign with customers who
8 expressly authorized the use of their name and involving product information CureIS publicly
9 advertises (as opposed to confidential information it shares under NDA with clients). Also telling:
10 Epic purports to attach ten separate exhibits identifying customers in support of its motion to unseal
11 (Moskowitz Decl., Exs. A-H, J), but eight of those exhibits are merely the same two webpages—
12 screenshotted four different times—that are both no longer available and never disclosed the specific
13 confidential information CureIS already obtained permission from the Court to seal.

14 There are ample compelling reasons to seal CureIS’s confidential information at this time
15 and Epic’s efforts to prevent narrowly tailored and routine sealing are somewhat baffling. Even if it
16 were not a blatantly improper motion for reconsideration brought in violation of Civ. L.R. 7-9,
17 Epic’s motion should still fail on the merits.

18 **FACTUAL BACKGROUND**

19 CureIS filed its complaint on May 12, 2025 (*see* Dkt. 4, (“Complaint”)). In its initial
20 administrative motion for leave to file its complaint under seal (“Mot. to Seal”), CureIS argued that
21 it met the “compelling reasons” standard in seeking to seal confidential customer identities, the
22 existence and terms of confidential contracts, and non-public contract negotiations. (*See* Mot. to
23 Seal at 2.) CureIS also attached the sworn declaration of its CEO attesting to the harm CureIS is
24 likely to face if the information it sought to seal is publicly disclosed¹ and the reasonable security
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26 ¹ CureIS’s CEO has personal knowledge of the particularized harms CureIS is likely to
27 face, including enabling competitors to solicit CureIS’s customers, disrupting relationships between
28 CureIS and its customers, and gaining access to non-public information. (*Contra* Mot. to Seal at 2-3.)

1 measures implemented by CureIS to maintain confidentiality of competitively sensitive information.
2 (Declaration of Christopher Sawotin In Support of CureIS’s Opposition to Epic’s Motion to Partially
3 Unseal (“Sawotin Decl.”) ¶ 5.) As a result, on May 13, 2025, this Court issued its order granting
4 CureIS’s Motion to Seal and stated that “[p]rotecting confidentiality interests and safeguarding
5 against competitive harm constitute compelling reasons that justify sealing.” (Order at 1.)

6 In its motion, Epic argues that CureIS cannot seal its customers’ names, names of employees
7 from those customers, or information contained in a confidential business proposal from CureIS to
8 its customers. (Mot. at 7.) It claims CureIS made categorical disclosures of this type of information
9 because a [REDACTED] at issue in CureIS’s complaint appeared on a past version of
10 CureIS’s website and in 2014 and 2015 marketing materials. (Mot. at 9.) There is critical other
11 information about these disclosures, however, that Epic either does not know or intentionally
12 withholds from its motion.

13 First, the specific disclosures Epic relies on were authorized by the CureIS customers in
14 question. (*See* Moskowitz Decl., Exs. D, H, I.) The archived webpage Epic cites referencing product
15 deployments in 2009 and 2014 (and the 2015 Twitter post referencing the same) were part of joint
16 marketing efforts consented to by the organizations referenced therein. (Sawotin Decl. ¶ 3, 8.)
17 Unlike the “disclosures” reflected in the archival webpages and 2015 Twitter post (Exs. D, H, I),
18 CureIS’s customers did not authorize CureIS to publicly disclose the existence of the specific
19 confidential contracts Epic disrupted, competitively sensitive product implementation timelines,
20 internal concerns about Epic, or the identities of employees involved in those communications.
21 (Sawotin Decl. ¶ 6.) Epic does not provide any evidence refuting the simple fact that a customer can
22 authorize disclosure of its name for one purpose, and not for another—particularly when the
23 relationship in question is governed by an NDA.

24 Second, Epic’s Exhibits A through H—screenshots of CureIS’s now-defunct “In Practice”
25 and “EnrollmentCURE” webpages originally published in 2014 and removed in 2022—do not
26 reveal any of the information CureIS has redacted in its complaint. They do not disclose the status
27 or nature of CureIS’s customer relationships in the relevant time period, do not reference or disclose
28 the contents of the subject subscription license agreements, do not disclose the names of customers’

1 employees, and do not disclose the substance of any sensitive internal discussions and negotiations.
2 In other words, the materials Epic advances as its sole support for unsealing CureIS's complaint do
3 not reveal any of the specific information currently under seal in CureIS's complaint. (Sawotin Decl.
4 ¶ 10.)

5 **LEGAL STANDARD**

6 The Ninth Circuit has expressly recognized that sealing is appropriate under the “compelling
7 reasons” standard where disclosure of confidential information, especially sensitive contract
8 negotiations, could be exploited by competitors. (*See In re Electronic Arts, Inc.*, 298 F. App'x 568,
9 569 (9th Cir. 2008); *Sumotext Corp. v. Zoove, Inc.*, No. 16-CV-01370-BLF, 2020 WL 836737, at
10 *3 (N.D. Cal. Feb. 20, 2020) (“Closely-negotiated or customer-specific terms are sealable under
11 Ninth Circuit law as they could be used by competitors to undercut [CureIS]”).) Courts also
12 regularly seal customer lists, internal discussions regarding sensitive contract negotiations, and
13 contracts that contain confidential business information. (*See Finisar Corp. v. Nistica, Inc.*, 2015
14 WL 3988132, at *5 (N.D. Cal. June 30, 2015).)

15 Under this standard, courts routinely distinguish between public materials and confidential
16 customer data—sealing the latter.² (*See Flextronics Int'l USA, Inc. v. Murata Mfg. Co., Ltd.*, 2019
17 WL 13554029, at *2 (N.D. Cal. Dec. 16, 2019) (granting sealing of customer identities); *Finjan,*
18 *Inc. v. Cisco Sys. Inc.*, 2019 WL 4168952, at *2 (N.D. Cal. Sept. 3, 2019).) Courts do so by assessing
19 confidentiality in a context-specific manner. (*See, e.g., Finjan*, 2019 WL 4168952, at *2
20 (recognizing the sensitivity of proprietary business context even when some product information
21 had previously been disclosed).)

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25 ² Epic cites *CreAgri, Inc. v. Pinnaclife Inc.*, 2014 WL 27028, at *2 (N.D. Cal. Jan. 2, 2014)
26 for the proposition that sealing should be denied in this case. In *CreAgri*, the court denied sealing
27 after the allegedly confidential information was openly discussed in court, and where the movant
28 failed to explain why sealing was necessary. Here, by contrast, CureIS has never disclosed the
specific information sealed in its complaint, and CureIS's CEO has offered detailed evidence of
why public disclosure would be competitively harmful.

1 **ARGUMENT**

2 Epic's motion to unseal rests on three core arguments: (1) that CureIS fails to meet the
3 "compelling reasons" standard to seal customer names, the names and contact information of
4 customer employees, or terms of sensitive negotiations or confidential contracts; (2) that CureIS's
5 rationale for sealing is undermined by its own prior public disclosures of customer names; and (3)
6 that the public interest favors unsealing, particularly where CureIS has publicized its claims. (Mot.
7 at 7, 8, 12.) Epic's arguments fail for at least four independent reasons.

8 ***First***, and significantly, Epic's motion should be denied because it is an improper motion
9 for reconsideration and fails to comply with the strict requirements imposed by this District's Local
10 Rules and applicable law. Under Local Rule 7-9, "[n]o party may notice a motion for reconsideration
11 without first obtaining leave of Court." Epic has not sought, let alone obtained, leave to file such a
12 motion. On this basis alone, the motion should be denied. Even if Epic had obtained leave of Court,
13 Epic cannot satisfy the substantive requirements for reconsideration. Epic fails to show a material
14 difference in fact or law from that presented to the Court before entry of the challenged order, the
15 emergence of a new material fact or change or law after the order, or a manifest failure by the Court
16 to consider material facts or dispositive legal arguments. (L.R. 7-9(b).) Epic identifies none. Instead,
17 Epic rehashes the arguments the Court already considered when it granted CureIS's administrative
18 motion to seal limited portions of its complaint. (Dkts. 2, 23, 24.) Epic's disagreement with the
19 Court's order is not a proper basis for reconsideration. Epic's motion to unseal CureIS's complaint
20 should be denied for this reason alone.

21 ***Second***, and in any event, as this Court already recognized in granting CureIS's
22 administrative motion to seal, the limited redactions in CureIS's publicly filed complaint—
23 consisting of customer names, customer-employee names and email addresses, one customer
24 address, and a single sentence in a confidential proposal—easily satisfy the "compelling reasons"
25 standard. (Order at 1.)

26 ***Third***, the disclosures Epic relies on—attached as Exhibits A through H and J to its unsealing
27 motion—do not disclose any of the information currently redacted in the complaint. None of the
28 cited materials reveal the existence or terms of the contracts at issue in the complaint, the customer

1 interactions during the relevant period, or the development and implementation timelines for
2 products that have yet to be launched. (*See In re Google Location Hist. Litig.*, 514 F. Supp. 3d 1147,
3 1162 (N.D. Cal. 2021) (“Compelling reasons may exist to seal ... product development plans [and]
4 customer information”).) Epic’s motion relies entirely on these outdated materials. Because those
5 exhibits do not contain—let alone publicly disclose—the specific confidential information that
6 CureIS has redacted in its complaint (and Epic cannot show otherwise), Epic’s motion to unseal
7 should be denied.

8 **Fourth**, the public’s interest in judicial transparency is fully protected by CureIS’s narrowly
9 tailored redactions. CureIS has sealed only discrete categories of information that, if disclosed,
10 would cause CureIS and its customers immediate competitive harm. Courts routinely permit the
11 sealing of this type of commercially sensitive information. (*See, e.g., Flextronics Int’l USA, Inc. v.*
12 *Murata Mfg. Co., Ltd.*, 2019 WL 13554029, at *2 (N.D. Cal. Dec. 16, 2019) (granting sealing of
13 “confidential customer identities”); *Mezzadri v. Med. Depot, Inc.*, 2015 WL 12564223, at *2 (S.D.
14 Cal. Dec. 18, 2015) (sealing customer lists); *Finjan*, 2019 WL 4168952, at *2 (sealing material
15 revealing confidential information about product functionality).)

16 **A. Epic’s Motion Should Be Denied for Failure to Comply with Local Rule 7-9**

17 Epic’s motion to unseal CureIS’s complaint is, in substance, an improper motion for
18 reconsideration. Without explicitly saying so, Epic effectively asks the Court to reconsider its
19 holding that CureIS’s customer names, the names of CureIS’s customers’ employees, and one
20 sentence from a confidential proposal in the “Complaint shall be filed under seal.” (Order at 1.)

21 But Local Rule 7-9(a) first requires leave of Court before a party may notice a motion for
22 reconsideration. (*See* Civ. L.R. 7-9(a) (“No party may notice a motion for reconsideration without
23 first obtaining leave of Court to file the motion.”).) As noted, Epic has not sought (nor obtained)
24 leave of Court to request reconsideration of the May 13, 2025 Order.

25 On the merits, Epic identifies no changed circumstances or new facts that undermine this
26 Court’s prior findings that: (a) “Plaintiff seeks to redact the names of its customers in order to
27 maintain the confidentiality of non-public contractual relationships, and to redact portions of the
28 complaint that reveal communications during confidential negotiations”; (b) “Protecting

1 confidentiality interests and safeguarding against competitive harm constitute compelling reasons
2 that justify sealing”; and (c) “Plaintiff’s request is narrowly tailored to redact only limited
3 information, leaving the majority of the Complaint available for public access.” (Order at 1; *see*
4 *Jaroslawsky v. City & Cnty. of San Francisco*, 2015 WL 13359891, at *3 (N.D. Cal. Apr. 6, 2015),
5 *aff’d*, 671 F. App’x 998 (9th Cir. 2016) (denying motion as improper motion for reconsideration
6 where plaintiff “fail[ed] to identify any facts that were not before the Court” when it rendered its
7 prior ruling).)

8 Nor does Epic identify any intervening legal authority. None of the cases Epic cites were
9 decided between the Court’s May 13, 2025 Order granting CureIS’s sealing request and the filing
10 of Epic’s motion on June 30, 2025. (*See* Motion (generally).) Because Epic failed to seek leave of
11 Court as required under Local Rule 7-9(a) and fails to satisfy any of the Rule’s substantive
12 requirements, its motion should be denied on this basis alone. (*Milan v. Clif Bar & Co.*, 489 F. Supp.
13 3d 1004, 1008 (N.D. Cal. 2020) (denying Clif Bar’s motion to strike class allegations because
14 “[n]othing has changed since” its prior request, and thus, its “renewed request is effectively an
15 improper motion for reconsideration.”).)

16 Although CureIS maintains that Epic’s motion cannot be considered until it complies with
17 Local Rule 7-9, given the importance of maintaining the limited sealing of certain customer
18 information in CureIS’s complaint to CureIS’s and CureIS’s customers’ operations, CureIS
19 addresses the substance of Epic’s arguments in the following sections.

20 **B. This Court Was Correct In Its Assessment That CureIS Has Compelling**
21 **Reasons For Protecting Customer Identities**

22 As this Court has already recognized, CureIS satisfies the “compelling reasons” standard
23 and seeks only to protect a narrow set of confidential customer information. (Order at 1.)
24 Nonetheless, Epic now argues that CureIS’s justifications are “generalized” and “inadequate.” (Mot.
25 at 8.) The Court’s May 13, 2025 Order was correct and should stand for at least three reasons.

1 **First**, none of the authorities Epic cites support its position, as CureIS’s limited redactions
2 are narrowly tailored and do not resemble the overbroad sealing requests rejected in those cases.³
3 CureIS seeks to protect only: (1) customer names, (2) customer-employee names and contact
4 information, (3) one customer’s address, and (4) a single sentence from a confidential proposal.
5 These redactions safeguard discrete information related to ongoing and prospective customer
6 relationships. Courts have found customer names, competitive strategy, or sales positioning satisfy
7 the “compelling reasons” standard. (*See BBK Tobacco & Foods LLP v. Skunk Inc.*, 2020 WL
8 6940811, at *3 (D. Ariz. Nov. 25, 2020) (“BBK asserts that it keeps its customer identities secret,
9 and the Court finds that release of this information would cause Plaintiff competitive harm that
10 outweighs the policy in favor of public disclosure.”).) Even without explicit pricing information,
11 revealing customer identities in this context discloses sensitive sales efforts, business relationships,
12 and implementation timelines. (*Exeltis USA Inc. v. First Databank, Inc.*, 2020 WL 2838812, at *2
13 (N.D. Cal. June 1, 2020) (sealing “confidential and proprietary business, sales, or licensing
14 information” which “could give non-party competitors an unfair advantage in the development or
15 marketing of rival products.”).) Epic itself has already competitively benefited from obtaining this
16 precise confidential information. (*See e.g.*, Compl. ¶¶ 6, 56, 80, 82, 84.)⁴

17 **Second**, CureIS has already demonstrated the particularized harm that would result from
18 disclosure. As explained in sworn declarations, Epic has previously used knowledge of CureIS’s
19

20 ³ Epic cites *Open Text S.A. v. Box, Inc.*, but in that case, the court rejected a “flood” of
21 sealing requests described as “grossly overbroad” and unsupported by specific facts. (2014 WL
22 7368594, at *2.) CureIS’s request, by contrast, is limited to a handful of redactions, supported by
23 detailed declarations of the likelihood of competitive harm from the public disclosure of sealed
24 information. Epic also cites *Yates v. Cheeseburger Rests., Inc.*, but in that case, the defendant sought
25 to seal an entire brief and failed to object when portions were later publicly filed without redaction.
26 (2023 WL 4747431, at *2.) Here, CureIS has redacted only confidential customer information and
has consistently maintained the confidentiality of such information. Epic also cites *Buhl v. Abbott
Labs.*, where the sealing request was denied because the parties provided no explanation for why
the information merited sealing. (2019 WL 13248007, at *2.) CureIS has done the opposite—
supporting its request with sworn declarations and specific factual context.

27 ⁴ Epic cites *In re Twitter Inc. Sec. Litig.*, as support for unsealing CureIS’s complaint. But
28 in that case, the sealing request was denied because the moving party failed to show how disclosure
would lead to competitive harm. 2020 WL 2519888, at *2. In contrast, CureIS has shown that Epic
has already used similar information to harm its business. (Sawotin Decl. ¶ 11-12.)

1 confidential customer relationships to interfere with CureIS’s business—pressuring customers to
2 terminate negotiations and imposing its “Epic-first” policy to block CureIS’s product deployments.
3 (See Compl. ¶¶ 75–78; Sawotin Decl. ¶¶ 11-12.) These are not hypothetical harms. They already
4 occurred. Disclosure of the same information now could invite further interference, disruption of
5 customer relationships, and customer poaching—all examples of competitive harm that satisfy the
6 “compelling reasons” standard. (See *Flextronics Int’l USA, Inc. v. Murata Mfg. Co., Ltd.*, 2019 WL
7 13554029, at *2 (N.D. Cal. Dec. 16, 2019) (granting motion to seal “as to confidential customer
8 identities”).)

9 **Third**, and as discussed, Epic’s argument that CureIS must show prior disclosures also
10 caused CureIS competitive harm is unsupported. CureIS’s marketing references from 2009 or
11 2014—authorized jointly with the customers and unrelated to the more recent contract negotiations
12 now at issue—pose no competitive threat today and have no bearing on the confidentiality of the
13 information sealed in CureIS’s complaint.

14 **C. The CureIS Materials Epic Cites Do Not Disclose The Information Sealed in**
15 **CureIS’s Complaint**

16 Epic argues that because certain product releases involving [REDACTED]
17 [REDACTED] appeared on a past version of CureIS’s website and in a 2015 social media post,
18 the confidential and competitively sensitive information in CureIS’s complaint should be unsealed.
19 Mot. at 9. Epic’s argument is factually and legally incorrect.

20 As noted, the specific disclosures Epic relies on were expressly authorized by CureIS’s
21 customers at that time. (Sawotin Decl. ¶ 3, 7-8; Moskowitz Decl., Exs. D, H, I, J.) Those disclosures
22 involved previous collaborations and not the current relationships at issue in CureIS’s complaint.
23 (*Id.* ¶ 3, 7-8.) CureIS’s more recent relationships and proposals are governed by nondisclosure
24 agreements it is not at liberty to publicly disclose. (*Id.* ¶ 9.) Had Epic asked CureIS about this before
25 filing its motion to unseal, CureIS could have explained; however, Epic did not do so and thus
26 CureIS could never provide that information in a meet and confer that would have mooted the need
27 for the present motion practice.

1 Just as importantly, none of Epic’s Exhibits reveal any of the information CureIS has
2 redacted in its complaint. As discussed above, they do not reference the subject subscription license
3 agreements, the names of customers’ employees, or their sensitive internal discussions and
4 negotiations. In other words, the materials Epic advances as its sole support for unsealing CureIS’s
5 complaint do not reveal any of the specific information currently under seal in CureIS’s complaint.
6 (Sawotin Decl. ¶ 10.)

7 Given these facts, CureIS respectfully submits that this Court was entirely correct in finding
8 compelling reasons to seal this information, which has never seen the public light of day and is
9 important for CureIS’s ongoing relationships. (*See Flextronics Int’l USA, Inc. v. Murata Mfg. Co.,*
10 *Ltd.*, 2019 WL 13554029, at *2 (N.D. Cal. Dec. 16, 2019) (granting sealing of customer identities);
11 *Finjan*, 2019 WL 4168952, at *2.) Indeed, context matters, and the context here—where CureIS’s
12 complaint alleges Epic’s wrongful interference with specific customers in 2023, 2024, and 2025—
13 is materially different than the public product launches and associated information in 2009, 2014,
14 and 2015.

15 **D. The Public’s Interest Does Not Outweigh CureIS’s Compelling Interest in**
16 **Protecting Its Customer Relationships and Confidential Business Information**

17 Epic argues that “the public interest strongly supports disclosure of the critical facts
18 underlying CureIS’s Complaint,” because CureIS cannot engage in a “public smear campaign”
19 while “withholding critical information.” (Mot. at 12–13.) To this end, Epic asserts that the
20 significance of customers to this litigation somehow supports unsealing their confidential
21 information. (*Id.*)

22 Epic’s arguments are both hyperbolic and legally irrelevant. CureIS’s decision to file a
23 lawsuit is not a “smear campaign”—it is an exercise of CureIS’s right to invoke the judicial process
24 to seek redress. Nor is CureIS “withholding” critical facts the public needs to fully grasp Epic’s
25 wrongdoing. (*Id.*) The redacted complaint discloses the full substance of CureIS’s allegations and
26 more than satisfies the public interest in understanding the nature and basis of CureIS’s claims.⁵

27
28 ⁵ CureIS has only redacted 1.47% of the words in its complaint. (Dkt. 4.)

1 Indeed, contrary to Epic’s contention, there is no presumption of public access where, as
2 here, “a court has already decided [information] should be shielded from the public.” (*Phillips ex*
3 *rel. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1213 (9th Cir. 2002).) The minimal
4 redactions—limited to customer names, employee names and contact information, and discrete
5 details of confidential contract negotiations—do not prevent public scrutiny of CureIS’s allegations
6 regarding Epic’s wrongful conduct. Courts routinely recognize that such targeted redactions,
7 particularly where tied to ongoing business relationships and competitively sensitive information,
8 are entirely appropriate. (See, e.g., *In re Electronic Arts*, 298 Fed. Appx. at 569 (finding compelling
9 reasons for sealing “business information that might harm a litigant’s competitive strategy”).) This
10 Court has already found that unsealing the customer names, employee identities, and details of
11 confidential negotiations would pose a risk of competitive harm and violate third-party
12 confidentiality obligations. (Order at 1.) Epic offers no reason—legal or factual—to revisit that
13 determination.

14 As to Epic’s argument that CureIS’s complaint should be partially unsealed because
15 “customer names are not just *tangentially* related to this case” (Mot. at 11), Epic does not explain
16 how that assertion is relevant to the sealing analysis (it isn’t).⁶ The standard remains whether the
17 redacted information is competitively sensitive and not readily accessible otherwise, not whether
18 the sealed information is “important” to CureIS’s claims.⁷ Epic’s argument would presume that the
19 confidentiality of a less important agreement should be honored, while a confidentiality provision
20 in a more important contract should be breached. Such a standard upholds the confidentiality of
21

22 ⁶ Epic confuses the legal standard. Courts consider whether a particular filing is “tangential”
23 to the case when determining whether to apply the “good cause” or “compelling reasons” standard
24 when evaluating motions to seal. (See *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1181
25 (9th Cir. 2006) (holding that sealing analysis is bifurcated between “compelling reasons” standard
26 for documents attached to dispositive motions and “good cause” standard for documents attached to
27 non-dispositive motions).) Here, because the complaint itself is non-tangential, everyone agrees the
28 appropriate standard is the “compelling reasons” standard. Order at 1. Once information meets the
“compelling reasons” standard—as the Court found CureIS’s redactions do—there is no need for a
further assessment of whether the sealed information is tangential (or central) to the claims, so long
as the redactions are narrowly tailored. (*Id.*)

⁷ It bears noting that CureIS, and all litigants, should always strive to include relevant and
important information in pleadings before this Court.

1 tangential agreements but not “core” agreements. This makes no sense, and the law does not support
2 that view.

3 The fact that Epic may want to name CureIS’s customers in public to apply more pressure
4 on CureIS’s customers or discredit CureIS is not a legitimate interest nor an interest that should (or
5 could) outweigh the compelling reasons for sealing identified in the Court’s May 13, 2025 Order.
6 (*Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006) (stating compelling
7 reasons that outweigh the public’s interest in disclosure exist when “court files might become a
8 vehicle for improper purposes”) (quoting *Nixon v. Warner Communs., Inc.*, 435 U.S. 589, 589
9 (1978)).) Even if Epic were able to articulate how the minimal, targeted redactions in CureIS’s
10 complaint prevent “the public at large” from assessing the merits of CureIS’s claims, the concrete
11 risk of harm to CureIS and its customers far outweighs Epic’s asserted public interest in disclosure.
12 The risk of harm to CureIS and its customers is neither speculative nor implausible. The risk of
13 disruption to CureIS’s customer relationships and competitive harm to CureIS and its customers is
14 real and ongoing. The possibility that Epic might want to publicly name those customers to pressure
15 them does not override that risk.

16 On this point, Epic’s cited cases are easily distinguishable. For example, Epic cites *Simpson*
17 *Strong-Tie Co. Inc. v. MiTek Inc.*, 2023 WL 9187547, at *2 (N.D. Cal. Dec. 15, 2023), but that case
18 involved generic claims of harm unsupported by evidence, unlike here, where CureIS has identified
19 specific customers, disclosed Epic’s past interference with those relationships, and submitted sworn
20 declarations explaining the risk of further competitive injury. (Sawotin Decl. ¶ 11-12.) CureIS has
21 provided concrete, particularized evidence of harm if its confidential information is disclosed. Epic,
22 by contrast, invokes the generalized interest of the “public at large” without explaining such a need
23 in the context of a business dispute like this—in which both sides routinely seal confidential
24 information. (Mot. at 12-13.)⁸

25
26 ⁸ Epic’s reliance on *Weiss v. Sovereign Nation of Afghanistan*, 2023 WL 8530506 (N.D.
27 Cal. Nov. 21, 2023), to support its public interest argument is puzzling. In *Weiss*, a case in which
28 the United States government intervened, the court refused to seal the contract in a complaint
alleging that Afghanistan breached a \$100-million-dollar agreement with Weiss to allow
Afghanistan to occupy Weiss’s property. (*Id.* at *2.) While the movants claimed they faced an

1 Epic’s cursory appeal to the public interest cannot overcome CureIS’s compelling interest
2 in honoring its contracts with its customers, maintaining the confidentiality of sensitive negotiations,
3 and protecting the names of individual third-party employees who still have to work with Epic’s
4 Technical Coordinators and Best Friends Forever even after reporting their misconduct. Either way,
5 the Court has already weighed these interests and found that CureIS’s targeted redactions satisfied
6 the “compelling reasons” standard. Neither the public interest nor anything in Epic’s motion
7 warrants revisiting that conclusion. Epic’s motion should therefore be denied.

8 **CONCLUSION**

9 For the foregoing reasons, Epic’s motion to partially unseal CureIS’s complaint should be
10 denied.

11
12 DATED: July 18, 2025

QUINN EMANUEL URQUHART &
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14
15 By /s/ Adam Wolfson

Adam Wolfson
Attorneys for Plaintiff,
CureIS Healthcare, Inc.

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20 _____
21 “exponential degree of spite and scandal if Exhibit 1 is made available to the Taliban and its cronies”
22 (*id.*), there was no declaration filed in support of the motion to seal. The Court denied the sealing
23 request because the agreement, signed by the Acting Minister of Defense of the Islamic Republic of
24 Afghanistan, went to the heart of a matter of “significant” public importance. Unlike confidential
25 contract negotiations in this commercial dispute, *Weiss* involved allegations implicating terrorism
26 and foreign sovereigns, and a single claim based on a contract, the validity of which (and the court’s
27 jurisdiction to resolve that question), depended on whether the United States recognized the “The
28 Sovereign Nation of Afghanistan” as a “foreign state” to be immune from jurisdiction. The public’s
interest in learning the factual basis for CureIS’s complaint is already satisfied by the public version
of the pleading, which lays out the claims, theories of harm, and alleged conduct in full. Unlike the
sealing request in *Weiss*, which sought to conceal from public view the entirety of the agreement
that formed the basis for the sole breach of contract claim in Weiss’s complaint, the redactions
CureIS seeks here do not obscure the “who, what, when, or why” of its case, and to the extent Epic
seeks to analogize itself to the Taliban, CureIS takes no position—but the comparison only
underscores the absurdity of Epic’s argument.